

**IT IS THE VENDOR'S RESPONSIBILITY TO  
CHECK FOR ADDENDUM PRIOR TO SUBMITTING PROPOSALS**

## **NOTICE TO BIDDERS SPECIFICATION NO. 05-141**

The City of Lincoln, Nebraska intends to purchase and invites you to submit a sealed bid for:

### **TWO (2) VIBRATORY ROLLERS**

Sealed bids will be received by the City of Lincoln, Nebraska on or before 12:00 noon **Wednesday, June 15, 2005** in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read at the K Street Complex. **Bids may be downloaded from the City's website at [lincoln.ne.gov](http://lincoln.ne.gov) (Keyword: bid) Prospective bidders must monitor the City website, for any addendums.**

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above. Late bids will not be considered. **Fax or e-mail bids are not acceptable. Bid response must be in a sealed envelope.**

EQUIPMENT SPECIFICATIONS  
VIBRATORY ROLLER

1. APPLICATION

- 1.1 The vibratory roller will be utilized by the Public Works & Utilities Street Maintenance Operations in asphalt street repair projects.
- 1.2 The roller furnished must be designed specifically for compaction and finish of asphalt.

2. MODEL

- 2.1 The equipment furnished under these specifications shall be new of the latest improved model in current production as offered to the commercial trade.
- 2.2 All advertised standard equipment will be provided whether or not specifically addressed.
- 2.3 Bidders are cautioned to read the specifications carefully, as they may include special requirements not commonly offered by the manufacture.
- 2.4 Example model:
  - 2.4.1 Dynapac CC900
  - 2.4.2 Bobcat BCA-14S
  - 2.4.3 Bomag BW 90AD-2
- 2.5 Examples are intended to show the type and class of equipment desired.
- 2.6 Do not assume your standard equipment meets all details of the specifications merely because it is listed as an example.
- 2.7 Prior to the award of bid, the City may require an on-site demonstration of the equipment being offered, for test and evaluation.
  - 2.7.1 Such demonstrations must be conducted within two weeks of notification and be at no cost to the City.
- 2.8 **Rollers offered which deviate in some areas of the technical specifications but are equal in design, performance and quality will be given consideration.**
  - 2.8.1 **The right to evaluate specification compliance and equivalency is reserved by the City.**

Meets Specs.

Yes No

- |   |   | 3. <u>BASIC DESIGN</u>               |
|---|---|--------------------------------------|
| — | — | 3.1 Self-propelled, articulated.     |
| — | — | 3.2 Diesel powered.                  |
| — | — | 3.3 Dual, smooth drum.               |
| — | — | 3.4 Dual hydrostatic drive.          |
| — | — | 3.5 Static and front drum vibration. |

Meets Specs.

Yes No

**4. ENGINE**

- — 4.1 Diesel-powered, three cylinder, water cooled.
- — 4.2 Minimum 15 net horse power.
- — 4.3 Full flow spin-on type oil filter.
- — 4.4 Dry-type air cleaner with restriction indicator.
- — 4.5 Muffler.
- — 4.6 Anti-freeze protection to -30 degrees F.
- — 4.7 Fuel Filter with water separator.
- — 4.8 Minimum 6 gallon fuel tank.

**5. APPROXIMATE DIMENSIONS (with ROPS)**

- — 5.1 Length 80 inches.
- — 5.2 Width 39 inches.
- — 5.3 Height 90 inches.
- — 5.4 Drum base 54 inches.
- — 5.5 Curb clearance 13 inches.

**6. PERFORMANCE AND WEIGHT (minimum fully ballasted with ROPS)**

- — 6.1 Operating weight, 3100 lbs.
- — 6.2 Compaction width, 35 inches.
- — 6.3 Vibration frequency, 3600 vpm.
- — 6.4 Centrifugal force applied, 3300 lbs (front drum).
- — 6.5 Outside turning radius, 110 inches. (maximum)
- — 6.6 Gradeability with vibrator off, 30 %.
- — 6.7 Total steering articulation, 60 degrees.
- — 6.8 Total center point oscillation, 10 degrees.
- — 6.9 Speed, 0-5 mph.

**7. DRUMS**

- — 7.1 Not less than 22" diameter and 35" width with chamfered edge.
- — 7.2 Minimum .47" carbon steel, shell thickness.
- — 7.3 Hydraulic vibration system with the following capabilities:
  - — 7.3.1 Static front and rear.
  - — 7.3.2 Front drum vibration.
- — 7.4 Self-adjusting, inner and outer urethane scrapers on both drums.

**8. WATER SYSTEM**

- — 8.1 Pressurized, corrosion resistant water spray system to both drums.
- — 8.2 Minimum 25 gallon corrosion resistant water tank.
- — 8.3 Serviceable water strainer.
- — 8.4 Level indicator and system drains.

Meets Specs.

Yes No

**9. STEERING SYSTEM**

- ☐ ☐ 9.1 Articulated frame, steering.
- ☐ ☐ 9.2 Hydraulic powered with automotive type steering wheel.
- ☐ ☐ 9.3 Oscillating center joint.

**10. DRIVE AND HYDRAULIC SYSTEM**

- ☐ ☐ 10.1 Full hydrostatic drive system with dynamic braking.
- ☐ ☐ 10.2 Drive to both front and rear drums with infinitely variable speed control.
- ☐ ☐ 10.3 Hydraulic vibration to front drum.
- ☐ ☐ 10.4 Manufacturers standard hydraulic reservoir with minimum 10 micron filter.
- ☐ ☐ 10.5 Tow valve will be provided if available from the manufacturer.

**11. OPERATORS STATION**

- ☐ ☐ 11.1 Manufacturers standard operator's station with certified ROPS structure.
- ☐ ☐ 11.2 Deluxe, vinyl covered adjustable seat with arm rests and retractable seat belt.
- ☐ ☐ 11.3 Isolation design, to limit vibration exposure.
- ☐ ☐ 11.4 Skid resistant access step and grab handles.

**12. INSTRUMENTS**

- ☐ ☐ 12.1 Manufacturers standard gauge and monitoring system will be provided with the following as a minimum:
  - ☐ ☐ 12.1.1 Electric fuel gauge.
  - ☐ ☐ 12.1.2 Engine hour meter.
- ☐ ☐ 12.2 Audible and visual warning, for systems which demand immediate shut-down.
- ☐ ☐ 12.3 Instruments and gauges will be illuminated for night operation.

**13. CONTROLS**

- ☐ ☐ 13.1 Single lever speed and directional controls.
- ☐ ☐ 13.2 Vibration controls will be located on hand operated travel lever.
- ☐ ☐ 13.3 Water system control valves or switches.

**14. BRAKES**

- ☐ ☐ 14.1 Dynamic braking through hydrostatic drive
- ☐ ☐ 14.2 Spring applied, hydraulic released park brake.

Meets Specs.

Yes No

**15. ELECTRICAL SYSTEM**

- ☐ ☐ 15.1 12 volt negative ground with fuse or circuit breaker protection.
- ☐ ☐ 15.2 Heavy-duty 600 CCA maintenance free battery.
- ☐ ☐ 15.3 60 AMP alternator.
- ☐ ☐ 15.4 ROPS mounted strobe light.

**16. DECIBEL LEVEL**

- ☐ ☐ 16.1 Please state decibel level in operator's position, per SAE standards under full load \_\_\_\_\_ dba.

**17. PAINT**

- ☐ ☐ 17.1 Manufacturer's standard color.

**18. SERVICE ACCESS**

- ☐ ☐ 18.1 Roller must be designed in a manner as to allow for easy service checks of major components without requiring extensive disassembly.
- ☐ ☐ 18.2 Vendor may be required to demonstrate serviceability of model bid upon request.
- ☐ ☐ 18.3 All filters shall be readily accessible.

**19. MANUALS**

- ☐ ☐ 19.1 One (1) complete service and overhaul manual.
- ☐ ☐ 19.2 One (1) complete parts manual.
- ☐ ☐ 19.3 One (1) operators manual per machine provided.

**20. MISCELLANEOUS EQUIPMENT**

- ☐ ☐ 20.1 Electronic back-up alarm.
- ☐ ☐ 20.2 SMV sign.

**21. WARRANTY**

- ☐ ☐ 21.1 Manufacturers standard warranty will apply.
- ☐ ☐ 21.2 Please state terms and conditions of warranty with the bid proposal.
- ☐ ☐ 21.3 During the warranty period, it shall be the responsibility of the successful bidder to perform warranty repairs F.O.B., Fleet Services Garage, 901North 6<sup>th</sup> Street, Lincoln, Nebraska or, at the successful bidder-s discretion, to transport the equipment to the factory authorized repair facility for such repairs.
- ☐ ☐ 21.4 All transportation costs associated with such warranty repairs will be paid by the successful bidder.

Meets Specs.

Yes No

**22. DELIVERY**

- — 22.1 Delivery shall be F.O.B., Fleet Services Garage, 901 North 6<sup>th</sup> Street, Lincoln, Nebraska, 68508, completely assembled and ready for operation to include all manuals and miscellaneous equipment identified.

**23. OPTIONS (Please price separately)**

- — 23.1 Custom Tilt-Bed Roller Trailer as follows:
- — 23.1.1 Deck length 120"
- — 23.1.2 Tongue length 54"
- — 23.1.3 Overall length 180" (less lunette eye)
- — 23.1.4 Overall width 80"
- — 23.1.5 Deck width 56"
- — 23.1.6 Single, 6,000 lb. drop axle.
- — 23.1.7 Torflex suspension.
- — 23.1.8 Free backing hydraulic surge brakes.
- — 23.1.9 6-bolt steel wheels.
- — 23.1.10 ST225/75R15, load range AD@radial tires.
- — 23.1.11 Lunette eye adjustable type hitch.
- — 23.1.12 Deck height approximately 15". (empty)
- — 23.1.13 Approximate tilt angle, 11 degrees.
- — 23.1.14 Internal metering deck cushion cylinder and deck lock down device.
- — 23.1.15 Payload capacity 4,000 lbs. (with adequate hitch load)
- — 23.1.16 Approximate weight 1,500 lbs.
- — 23.1.17 Mainframe and A-Frame design tongue constructed of 4" .320 web structural channel.
- — 23.1.18 Cross members constructed of 3" structural channel 16" on center.
- — 23.1.19 2" nominal oak deck material.
- — 23.1.19.1 Oak decking to be covered with ARumber@#9808 ship-lap traction material installed parallel to axle.
- — 23.1.19.2 6" integral steel knife edge approach.
- — 23.1.19.3 Stop blocks will be securely attached to the deck at the optimum roller load position.
- — 23.1.20 Heavy gauge, diamond plate steel flat top step-type fenders with integral front and rear steps.
- — 23.1.21 4" integral steel head board.
- — 23.1.22 7,000 lb. drop led top crank trailer jack.
- — 23.1.23 Conduit protected DOT, LED lighting with 6 pole connector.

Meets Specs.

Yes No

<u>—</u> <u>—</u>	23.1.24	Heavy duty 3/4 forged D-ring tie downs, two (2) each side.
<u>—</u> <u>—</u>	23.1.25	3/8" safety chains with hooks and latches.
<u>—</u> <u>—</u>	23.1.26	Fully primed and painted with acrylic enamel, black in color.
<u>—</u> <u>—</u>	23.1.27	Reflective tape on sides.
<u>—</u> <u>—</u>	23.1.28	Spare tire and wheel with storage stand.
<u>—</u> <u>—</u>	23.1.29	Parts and maintenance manual to be provided.
<u>—</u> <u>—</u>	23.1.30	Manufacturers standard warranty shall apply.
<u>—</u> <u>—</u>	23.1.31	Please provide complete specifications of trailer being offered to include but not limited to:
<u>—</u> <u>—</u>	23.1.31.1	GVWR, GAWR, Weight and Payload Capacity.
<u>—</u> <u>—</u>	23.1.31.2	Complete dimensional specifications including tilt angle.
<u>—</u> <u>—</u>	23.1.31.3	Structural material specifications.

**PROPOSAL**  
**SPECIFICATION NO. 05-141**  
**BID OPENING TIME: 12:00 NOON**  
**DATE: Wednesday, June 15, 2005**

The undersigned, having full knowledge of the requirements of the City of Lincoln for the below listed phases and the contract documents (which include Notice, Instructions, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to enter into a contract with the City the below listed fees for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for fees listed below.

**ADDENDA RECEIPT:** The receipt of addenda to the specification numbers \_\_\_\_ through \_\_\_\_ are hereby acknowledged. Failure of any submitter to receive any addendum or interpretation of the specifications shall not relieve the submitter from any obligations specified in the request. All addenda shall become part of the final contract document.

<u>Item</u>	<u>Qty.</u>	<u>Unit</u>	<u>Description</u>	<u>Unit cost</u>	<u>Total Cost</u>
1.	Two (2)	Each	Vibrator Rollar		
		Make _____	Model _____	Lump Sum	\$ _____
<b>Options:</b>					
2.	Two (2)		Custom Tilt-bed Rollar Trailer		
			as Specified.		
		Make _____	Model _____	Lump Sum	\$ _____
<b>BID SECURITY REQUIRED:</b> _____				<b>YES</b> _____ <b>NO</b> _____	
				<b>X</b>	

AFFIRMATIVE ACTION PROGRAM: Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance with the City's policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

**The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.**

**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.**  
**MARK OUTSIDE OF BID ENVELOPE: SEALED BID FOR SPEC. 05-141**

\_\_\_\_\_  
**COMPANY NAME**

\_\_\_\_\_  
**BY (Signature)**

\_\_\_\_\_  
**STREET ADDRESS or P.O. BOX**

\_\_\_\_\_  
**(Print Name)**

\_\_\_\_\_  
**CITY, STATE      ZIP CODE**

\_\_\_\_\_  
**(Title)**

\_\_\_\_\_  
**TELEPHONE No.      FAX No.**

\_\_\_\_\_  
**(Date)**

\_\_\_\_\_  
**EMPLOYER'S FEDERAL I.D. NO.  
OR SOCIAL SECURITY NUMBER**

\_\_\_\_\_  
**ESTIMATED DELIVERY DAYS**

\_\_\_\_\_  
**E-MAIL ADDRESS**

\_\_\_\_\_  
**TERMS OF PAYMENT**

Bids may be inspected in the Purchasing Division offices during normal business hours, **after** tabulation by the purchasing agent. If you desire a copy of the bid tabulation to be mailed to you, you must enclose a self-addressed stamped envelope with your bidding documents.

**Bid Tabulations can also be viewed on our website at: [Lincoln.ne.gov](http://Lincoln.ne.gov)    Keyword: Bid**



# INSTRUCTIONS TO BIDDERS

## CITY OF LINCOLN, NEBRASKA

### PURCHASING DIVISION

#### **1. BIDDING PROCEDURE**

- 1.1 Bidder shall submit one (1) complete set of the bid documents and all supporting material, unless otherwise stipulated. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or typed, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name, address, fax number and email address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

#### **2. BIDDER'S SECURITY**

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the Proposal Form.
- 2.2 If alternates are requested, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
  - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
  - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
  - 2.5.1 A contract has been executed and bonds have been furnished.
  - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
  - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
  - 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
  - 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

#### **3. BIDDER'S REPRESENTATION**

- 3.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 3.2 Each bidder for services further represents that the bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

#### **4. CLARIFICATION OF SPECIFICATION DOCUMENTS**

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.

- 4.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least four (4) calendar days prior to the date and time for receipt of bids.
- 4.3 Changes made to the specification documents will be made by written addenda to all known prospective bidders.
- 4.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

#### **5. ADDENDA**

- 5.1 Addenda are additional documents issued by the City to prospective Bidders prior to the closing date for receipt of bids, which are intended to change or clarify the original plans and/or specifications, i.e. additions, deletions, modifications, or explanations.
- 5.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 5.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 5.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 5.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

#### **6. ANTI-LOBBYING PROVISION**

- 6.1 During the period between the bid advertisement date and the contract award, bidders, including their agents and representatives, shall not lobby or promote their bid with any member of the City Council or City Staff.

#### **7. BRAND NAMES**

- 7.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 7.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 7.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.
- 7.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

#### **8. DEMONSTRATIONS/SAMPLES**

- 8.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 8.2 Such demonstration can be at the City delivery location or a surrounding community.
- 8.3 If the bidder is proposing an alternate product, the City may request a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

#### **9. DELIVERY (Non-Construction)**

- 9.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 9.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 9.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

#### **10. WARRANTIES, GUARANTEES AND MAINTENANCE**

- 10.1 Copies of the following documents must accompany the bid proposal for all items being bid:
  - 10.1.1 Manufacturer's warranties and/or guarantees.
  - 10.1.2 Bidder's maintenance policies and associated costs.
- 10.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.

#### **11. ACCEPTANCE OF MATERIAL**

- 11.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 11.2 Material delivered under this proposal shall remain the property of the bidder until:
  - 11.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
  - 11.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 11.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 11.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 11.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

#### **12. BID EVALUATION AND AWARD**

- 12.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 12.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 12.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 12.4 The bid will be awarded to the lowest responsible, responsive bidder whose proposal will be most advantageous to the City, and as the City deems will best serve its requirements.
- 12.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the City.
- 12.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the City. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 12.7 The City reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the Bid Proposal incomplete, indefinite or ambiguous.

#### **13. INDEMNIFICATION**

- 13.1 The bidder shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or

destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.

- 13.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 13.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

#### **14. TERMS OF PAYMENT**

- 14.1 Unless stated otherwise, the City will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

#### **15. LAWS**

- 15.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.
- 15.2 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

#### **16. AFFIRMATIVE ACTION**

- 16.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

#### **17. LIVING WAGE**

- 17.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81.010 of the Lincoln Municipal Code. This wage is subject to change every July.

#### **18. EXECUTION OF AGREEMENT**

- 18.1 Depending on the type of service provided, one of the following three (3) methods will be employed. The method applicable to this contract will be checked below:
  - ☒ a. This Contract shall consist of a **PURCHASE ORDER** and a copy of the suppliers signed bid (or referenced bid number) attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Supplier's Bid. Items not awarded, if any, have been deleted.
  - ☐ b. The contract shall consist of a **YEARLY AGREEMENT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
  - ☐ c. Three (3) copies of the **CONTRACT**, unless otherwise noted.
    - 1. City will furnish three (3) copies of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Agreement signed with the date of signature shall be attached.
    - 2. The prepared documents shall be delivered to the City within 10days (unless otherwise noted).
    - 3. The City will sign the Contract Agreement, insert the date of signature at the beginning of the Contract Agreement, prepare an Executive Order to go the Mayor for signature.
    - 4. Upon approval and signature from the Mayor, the City will return one copy to the Contractor.